

SPECIAL MEETING
June 19, 2001

The Special Meeting of the Annapolis City Council was held on June 19, 2001 in the Council Chamber. Mayor Johnson called the meeting to order at 7:00 p.m.

Present on Roll Call: Mayor Johnson, Aldermen Hammond, Tolliver, Gilmer, Sachs, Carter, Fox, Moyer

Alderman McMillan arrived at 7:04 p.m.

Staff Present: City Attorney Goetzke

PUBLIC HEARINGS

ORDINANCE

O-22-01 For the purpose of amending the residential parking permit application process; and matters generally relating to said residential parking permits.

Julie Stankivic, 906 Primrose Road, #204, Annapolis, Maryland 21403 spoke against O-22-01.

No one else from the general public spoke in favor of or opposition to the ordinance.

Mayor Johnson declared the public hearing closed.

LEGISLATIVE ACTION

ORDINANCE

O-7-01 For the purpose of authorizing a lease of certain municipal property located in the Compromise Street, general harbor and Dock Street areas to Ocean Race Chesapeake, Inc., a body corporate, for a certain period of time in April 2002, subject to certain terms, provisions, and conditions, for the purpose of conducting sailboat race festivities; and all matters relating to said lease.

Alderman Sachs moved to adopt O-7-01 on second reading. Seconded.

Alderman McMillan moved to substitute O-7-01 Revised as follows:

“CITY COUNCIL OF THE CITY OF ANNAPOLIS

ORDINANCE NO. O-7-01 Revised

INTRODUCED BY MAYOR JOHNSON
ALDERMAN GILMER
ALDERMAN SACHS
ALDERMAN FOX
ALDERMAN MOYER

AN ORDINANCE concerning

Lease of City Dock - Ocean Race Chesapeake, Inc.

FOR the purpose of authorizing a lease of certain municipal property located in the Compromise Street, general harbor and Dock Street areas to Ocean Race Chesapeake, Inc., a body corporate, for a certain period of time in April 2002, subject

to certain terms, provisions, and conditions, for the purpose of conducting sailboat race festivities; and all matters relating to said lease.

WHEREAS, the Annapolis-Anne Arundel County Chamber of Commerce, Inc., sponsor of the Maritime Heritage Festival, desires to bring the Volvo Ocean Race to the City, and to that end, has asked the City to lease certain property to Ocean Race Chesapeake, Inc. for sailboat race festivities in connection with the Volvo Ocean Race; and

WHEREAS, the Volvo Ocean Race festivities will promote the City of Annapolis' prominence as a Sailing Capital, promote the Annapolis Maritime Industry and expose the Annapolis Maritime Heritage to the international community; and

WHEREAS, Ocean Race Chesapeake, Inc. desires to lease certain municipal property for the purpose of conducting sailboat race festivities; and

WHEREAS, the Annapolis City Council believes that these proposed festivities would inure to the benefit of the City; and

WHEREAS, a lease setting forth details of the rental has been prepared and is considered satisfactory; and

WHEREAS, the Annapolis City Council expressly and conclusively finds that the premises subject to the proposed lease is not needed by the City for public use during the terms of the lease other than the public uses specified in the lease; and

WHEREAS, Article III, Section 8 of the Charter of the City of Annapolis requires the passage of an ordinance to authorize the lease.

NOW, THEREFORE:

SECTION I: BE IT ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY COUNCIL that the proposed lease between the City of Annapolis and Ocean Race Chesapeake, Inc. for the rental of certain municipal property in the Compromise Street, harbor and Dock Street area, as described in the Lease, a copy of which is attached hereto and made a part hereof, for the period from April 21, 2002 through April 29, 2002, is hereby approved and the Mayor is authorized to execute the Lease on behalf of the City of Annapolis. It is further expressly found by the City Council that the festivities to be conducted as a result of the Lease will stimulate local interest in the boating industry, encourage visitors and residents of the City to visit the downtown area, will generate tax revenues and rental income to the City and otherwise provide economic benefits to the City, and will generally further the public need and purposes for which the property is devoted.

SECTION II: AND, BE IT FURTHER ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY COUNCIL that the term of the Lease will be nine (9) days, and pursuant to City Code, Section 6.04.210.D.3., the Annapolis City Council hereby waives the fees associated with Ocean Race Chesapeake's use of City facilities and services in connection with the Lease.

SECTION III: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY COUNCIL that this Ordinance shall take effect from the date of its passage.

LEASE AGREEMENT

O-7-01

THIS LEASE AGREEMENT is made this ____ day of _____, 2001, by and between **THE CITY OF ANNAPOLIS**, a municipal corporation of the State of Maryland (hereinafter called "Lessor") and **OCEAN RACE CHESAPEAKE INC.**, a Maryland non-profit corporation (hereinafter called "Lessee").

WHEREAS, the Volvo Ocean Race Around the World 2001-2002 is an internationally recognized yachting event which showcases the competitive spirit of men and women in a demanding race around the world; and

WHEREAS, Lessee was formed for the purpose of promoting and hosting the Volvo Ocean Race Around the World in the Chesapeake Bay area; and

WHEREAS, the Volvo Ocean Race Around the World desires to make Annapolis part of its Chesapeake Bay stopover in 2002; and

WHEREAS, Annapolis welcomes the opportunity to host the Volvo Ocean Race Around the World in 2002 to promote Annapolis' Maritime Heritage and its Maritime Industry; and

WHEREAS, Lessee desires to lease certain municipal property from the city for the 2002 Annapolis stopover and the city desires to lease certain municipal property to the lessee for this purpose under the terms and conditions set forth herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the foregoing premises and the mutual terms and conditions contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

ARTICLE I

Section 1.1. Premises and Term: Subject to the provisions and terms of this Agreement, Lessor hereby leases to Lessee, for the purpose of holding Volvo Ocean Race Around the World 2002 festivities associated with the Baltimore-Annapolis stopover, that property described in this Section and shown on Exhibits A and B, which are attached hereto and made a part hereof (hereinafter collectively called the "Premises"), for the periods of time indicated:

A. The designated area of the City Dock and Susan B. Campbell Park ("Volvo Ocean Race Village") from April 21, 2002 to April 29, 2002;

B. Prince George Street below Craig Street ("Container Area"), from April 21, 2002 to to April 29, 2002;

C. The Donner and Fawcett property parking lots ("Parking Lots") from April 21, 2002 to April 29, 2002;

D. The information office located at the City's Compromise Street park ("Info-Office") from the date of this Agreement until April 29, 2002;

E. The second floor of the City's recreational facilities at 9 St. Mary's Street ("Rec Center") from April 21, 2002 to April 29, 2002.

Section 1.2. Rent: The rent shall be One Dollar (\$1.00) (hereinafter "Base Rent"). Any other fee charged under this Lease shall constitute "Additional Rent".

Section 1.3. Use of Premises: The Premises may be used by Lessee for Volvo Ocean Race Around the World 2001-2002 festivities and race support purposes. The Rec Center shall be used for media purposes only. Lessor's agreement to lease the herein identified property to Lessee, in no way creates an obligation for Lessor to furnish any materials or equipment, including docks, for the Volvo Ocean Race Around the World.

ARTICLE II

Section 2.1. Liquor Sales: Provided it shall first obtain all necessary licenses from the Alcoholic Beverage Control Board (ABCB), Lessee may sell beer, wine and/or liquor in the Volvo Village for consumption in the Village Food Court as restricted by the ABCB and as shown on Exhibit B hereto. The City does not hereby make any representations with respect to Lessee's ability to obtain a license to sell beer, wine and/or liquor. In addition to such other limitation that may be imposed by the ABCB, the following limitations and requirements shall be the sole responsibility of Lessee:

A. Beer, wine and liquor sales and consumption area shall be enclosed in the Food Court by fences so as to restrict beer, wine and liquor sales and consumption to the enclosed area.

B. There shall be no beer, wine or liquor consumption or other open containers of alcoholic beverages outside of such area.

Section 2.2 Music: Lessee may have live music on the Premises. In addition to such other requirements that may be imposed by the ABCB, the music shall meet the following requirements:

A. All live music shall be performed from a stage facing Spa Creek, with sound barriers in back and located as City "Stage" shown on Exhibit B hereto.

B. Lessee shall take all reasonable measures to keep that the music from being heard beyond the Spa Creek end of Susan Campbell Park.

Section 2.3 Hours of Operations: Lessee may operate a media center at the Rec Center twenty-four (24) hours per day from April 21, 2002 to April 29, 2002. Lessee may operate festivities on the Premises as set forth on Exhibit C hereto. Lessee shall conduct

its operations in an orderly and commercially reasonable manner, considering the nature of such operations so as not to unreasonably annoy, disturb (whether via noise or otherwise), endanger or be offensive to others. Lessee shall use and maintain the Premises in such manner so as to avoid the creation of any nuisance from obnoxious odors, smoke, noxious gases, vapors, dust, noise or otherwise, and Lessee shall not keep or store any explosives at the Premises. Lessee shall maintain the Premises in a clean, orderly and safe condition so as to avoid injury to persons and property. Should Lessee fail to comply with the terms of this provision, Lessor shall have the authority to require Lessee to immediately cease and desist all activities located on the Premises.

Section 2.4 Vendors List: Lessee shall provide to Lessor not later than April 1, 2002 a complete list of all exhibitors, vendors, displays, activities, festivities, music, entertainment and operations to take place on the Premises during the term hereof. The list shall not be amended, except for deletions thereto, without the expressed written consent of the City Administrator.

Section 2.5 Vendors Licenses/Taxes: Vendors who sell merchandise in the Volvo Ocean Race Village shall obtain all required non-City licenses and pay all required federal, state and local taxes. This Lease shall satisfy any City licensing requirements for such vendors.

Section 2.6 Media Center: Lessee may, at its sole expense, allow third parties to equip and use the Rec Center for media communication purposes provided that Lessee shall be responsible to repair any and all damage to the Rec Center resulting from such use during the term hereof.

ARTICLE III

Section 3.1. Facilities and Services: Lessee shall have the use of the facilities and services set forth in this Article under the terms and conditions provided herein.

Section 3.2. Security Services: Lessee shall be responsible for security within the Premises during the term hereof. Lessee shall establish a security liaison with APD and coordinate all Premise's security with APD according to APD's requirements.

Section 3.3. Fire Services: Following the erection of all booths and other festivities structures as described under Section 7.1 hereof but before the festivities open, the parties shall meet at the Premises to assure compliance with Fire Department regulations and accessibility of fire lanes and turning radius. No burning, welding, open flame devices or running of watercraft propulsion engines shall be permitted on the Premises.

Section 3.4. Utilities: Lessor shall make available to the Premises, existing water and electricity facilities. Lessee at its own expense shall install any temporary electrical equipment, lines and devices required to provide power to the Premises, in compliance with

National Electric Code. Lessee shall not operate any such equipment, lines or devices until inspected and approved by the City Department of Public Works.

Section 3.5. Other Services: The parties shall coordinate other services in advance of the term of this Lease.

Section 3.6. Pre-Festivities Inspection: Prior to the opening of the festivities, Lessee's representative shall meet with representatives of the Annapolis Police Department, Annapolis Fire Department, Annapolis Central Services and Annapolis Department of Public Works and inspect the Premises and nearby areas to determine compliance with City requirements. Written approval by representatives of all four (4) departments is required before Lessee may open the festivities. Lessor shall not refuse permission to open the festivities or any part of the festivities under this paragraph unless a threat to health or safety has been identified. Lessor shall make every effort to limit that part of the festivities not opened in the event of such threat and to allow Lessee to open the closed portion of the festivities as soon as the threat is abated to Lessor's satisfaction. Lessee shall pay Lessor an administrative fee of Two Hundred Dollars (\$200.00) for the cost of such inspections.

ARTICLE IV

Section 4.1. Insurance: Lessee shall, at its own expense, obtain and keep in full force and effect comprehensive commercial general liability insurance of no less than One Million Dollars (\$1,000,000.00) combined single limit, bodily injury and property damage; and Five Million Dollars (\$5,000,000.00) umbrella policy; which shall be effective during the entire period of time during which the Lessee shall use or occupy the Premises, or any part thereof.

Such insurance policy shall specifically name the City of Annapolis, and in their capacity as such, the officers, agents and employees thereof, as additionally insured, and insure against any and all loss, costs, damages, and expenses suffered by any person, or to any property, including property owned by Lessor, due to or alleged to be due to: (1) an act, omission or the negligence of Lessee, its officers, agents, employees or contractors; or (2) to the use of the Premises, or any part thereof by Lessee, its officers, agents, employees or contractors; or (3) the location, design, construction, maintenance or design of the "W60 Dock" referenced on Exhibit A hereto.

The insurer or insurers of the policy or policies referred to in the preceding paragraph shall be: authorized to write the required insurance; approved by the Insurance Commissioner of the State of Maryland; and subject to the reasonable approval of the City Attorney of Annapolis. The form and substance of the policy or policies of insurance shall also be subject to reasonable approval by the City Attorney of Annapolis, and shall be submitted to the City Attorney for such approval not later than April 1, 2002. Said policy or policies of insurance shall be filed by Lessee with the City Attorney of Annapolis not less than ten (10) days prior

to Lessee's occupancy of the Premises.

The Certificate for each such insurance policy shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, whether at the request of Lessee or for any other reason, except after thirty (30) calendar days advance written notice mailed by the insurer to the City Attorney of Annapolis and that such notice shall be transmitted postage prepaid, with return receipt requested.

ARTICLE V

Section 5.1. Indemnity: Lessee agrees that it shall forever indemnify, defend and hold harmless the Lessor, its officers, agents, and employees, from and against any and all claims, suits, actions, judgments, and liability for loss, injury, damages and/or expenses suffered or alleged to have been suffered by any person or to any property due to or alleged to be due to: (1) an act, omission or the negligence of Lessee, its officers, agents, employees or contractors; or (2) the use of the Premises, or any part thereof, by Lessee, its officers, agents, employees or contractors; or (3) the location, design, construction, maintenance or security of the "W60 Dock" on Exhibit A hereto. Lessee agrees to reimburse Lessor, within thirty (30) calendar days after demand for such reimbursement, for any damage done to Lessor's buildings, facilities, equipment or property caused by the negligence of Lessee, its officers, agents, employees, contractors or invites during Lessee's use and/or occupancy of the Premises or any part thereof.

ARTICLE VI

Section 6.1. Security Guards: Lessee shall contract with and pay, as independent contractors, bonded and insured security guards from an agency duly licensed by the State of Maryland, in numbers sufficient to maintain security and order inside the Premises (as defined in Section 1.1 above) during the entire lease term. Lessee shall provide to the City by April 1, 2002, a security plan for the festivities in a form and with such details as the City in its discretion may require.

ARTICLE VII

Section 7.1. Interior Construction: Lessee shall have the right to construct, install or erect seats, platforms, booths, tanks, scaffolding, rigging, catwalks, tents, exhibits, fences and any other apparatus or structure which Lessee may deem necessary or desirable for its purposes. Lessee shall not have the right to enclose the Premises in such a manner as to limit entry onto the Premises or any part thereof, except as necessary to secure the second floor of the Rec Center, secure the Container Area and to enclose beer sales and consumption areas of the Volvo Village.

Section 7.2. Permits: Subject to the inspection provisions of Section 3.6 and to standard alcoholic beverage, public safety and health approvals, any and all zoning permits, licenses or authorizations required to be obtained from the City of Annapolis or any agency thereof by the Lessee for the purpose of constructing or erecting the temporary structures described in Section 7.1 above or for operating the festivities shall be deemed granted and issued upon the execution of this lease by the Lessor and Lessee. All other Federal, State or County permits which may be required shall be the responsibility of the Lessee.

ARTICLE VIII

Section 8.1. Trash: Lessee, at its own expense, shall provide the number of trash containers within the Premises as required by the Director of Public Works in his sole discretion during the entire occupancy period of the Premises and shall provide for the prompt removal of said containers, trash and refuse by a City-approved waste-removal contractor.

Section 8.2. Cleanliness: Lessee shall be responsible for keeping the Premises free of unnecessary trash and refuse and shall place the same in the dumpsters or receptacles. Lessee shall at all times during the occupancy of the Premises police same for trash and refuse removal.

Section 8.3. Sanitation and Toilets: Lessee, at its own expense, shall provide adequate and sanitary toilet facilities distributed throughout the Premises for use by the general public and others attending or participating in the festivities, as depicted on Exhibit B hereto as required by the Director of Public Works in his sole discretion.

ARTICLE IX

Section.9.1. Quiet Enjoyment: Lessor covenants with Lessee that at all times during the term of this Lease Agreement, Lessee shall peacefully hold and quietly enjoy the Premises without any disturbance or hindrance from Lessor or from any other person claiming through Lessor, except that the Lessor or others claiming through the Lessor may enter onto the Premises to effect necessary repairs to their own facilities as reasonably contemplated by the terms of this Agreement, to assure compliance with the terms of this Agreement and for public safety reasons. Lessee shall cooperate with the Lessor to effect this access to the Premises.

ARTICLE X

Section 10.1. Condition of Premises After Festivities: Following its occupancy of the Premises, Lessee, at Lessee's sole expense, shall return the Premises in the same or superior condition than received, natural wear and tear excepted.

Section 10.2. Lessee's Equipment After Festivities: Prior to the expiration of the lease term, Lessee shall remove all property, fixtures and chattels from the Premises placed

thereon during the term of this Lease in conjunction with Volvo related festivities. In the event that Lessee, its officers, agents, employees or contractors fail to remove any such item of property, Lessor reserves the right to remove and store any such property after the expiration or termination of the leased term at Lessee's expense or, as an alternative, to leave the property at the Premises. In either case, Lessor shall charge Lessee a per diem rental for storage of such property. Lessor shall bear no responsibility or liability for damage to or expense incurred as a result of property left, removed or stored under the provisions of this Section. Lessee shall pay to Lessor any expenses or charges under this Section within thirty (30) days after delivery of any bill by Lessor to Lessee. If any property is not claimed by Lessee within sixty (60) days of the Lease term, Lessor may sell same at private or public sale under such terms as Lessor may deem appropriate in its sole discretion and apply such proceeds as it may deem appropriate in its sole discretion.

Section 10.3. Post-Festivities Inspection: Within two (2) days following the expiration of the occupancy period, Lessee shall accompany Lessor's representative during a tour of the Premises to determine the condition thereof. Items corrected or repaired by the Lessor, deemed by Lessor to be the responsibility of Lessee, shall be billed by the Lessor and paid by the Lessee within thirty (30) days after receipt of such bill.

ARTICLE XI

Section 11.1. Remedies: It is understood and agreed that any and all duties, liabilities and/or obligations imposed upon or assumed by the Lessee and Lessor by or under this lease shall be taken or construed as cumulative and that the mention of any specified duty, liability or obligation imposed upon or assumed by Lessee or Lessor under this lease, shall not be taken or construed as a limitation or restriction upon any or all of the other duties, liabilities, or obligations imposed upon or assumed by the Lessee under this lease and that all remedies provided herein shall be construed to be cumulative and in addition to any other remedies provided herein, or any remedies provided in law or equity which the Lessor or Lessee would have in any case. It is understood and agreed that either party shall have the right to seek and obtain in any court of competent jurisdiction an injunction without the necessity of posting a bond to restrain a violation by the other party of any covenant or covenants contained in this agreement, anything to the contrary notwithstanding. In no case shall a waiver by either party of the right to seek relief under this provision constitute a waiver of any other or further violation. The remedies provided hereunder shall not be deemed exclusive of other remedies not specified.

Section 11.2. Authority to Lease: In the event that it is ever determined by a court of competent jurisdiction that Lessor lacks the authority to lease any portion or all of the property herein intended to be leased, Lessor shall not be liable for any losses or damages

sustained by Lessee.

Section 11.3. Immunities: Notwithstanding any provision in this Lease, implicitly or explicitly to the contrary, Lessor reserves any and all immunities, partial or total, statutory or common law, in any proceeding related to this Lease, to the festivities referred to herein or to the use of the Premises (or any part thereof) during the term of this Lease. Such reservation of rights shall extend to any claim made by or through Lessee and to any claim made by or through any third party.

ARTICLE XII

Section 12.1. Impossibility of Performance: If, for any reason, an unforeseen event not the act of Lessor occurs, including but not limited to flood, severe weather, fire, casualty, act of God, labor strike or other unforeseen occurrence which renders impossible the fulfillment of any rental period of this lease, Lessee shall have no right to nor claim for damages against Lessor; but Lessee shall not be liable for the payment of rent for said rental period, except that if such impossibility relates only to part of the rental period, rent shall be prorated; however, this agreement of lease shall not terminate but shall continue in accordance with the hereinabove contained provisions.

ARTICLE XIII

Section 13.1. Payment: Lessee shall make all payments due under this agreement by check, payable to the City of Annapolis. In addition to all other amounts due hereunder, Lessee shall pay Lessor a monthly late fee of 1.5% (18% per annum) of any payment required hereunder that is more than sixty (60) days past due, until paid.

ARTICLE XIV

Section 14.1. Time is of the Essence: Time is of the essence in the performance of this Lease, and the times herein granted shall not be extended for any reason, except as provided herein, for the occupancy or use of the Premises or for the installation or removal of equipment, materials or displays therefrom without written permission from Lessor.

ARTICLE XV

Section 15.1. Assignment: Lessee shall not assign or transfer this Lease, in whole or in part, or any of its rights hereunder, without the prior written consent of the Lessor, which consent shall not be arbitrarily withheld.

ARTICLE XVI

Section 16.1. Non-Agent: Lessee herein is an independent contracting party and not the agent or employee of the Lessor. Under no circumstances shall this lease be considered a contract of partnership or joint venture.

ARTICLE XVII

Section 17.1. Liens, Remedies, etc: Lessee hereby consents to and Lessor shall have a lien upon all goods, personal property and fixtures of Lessee located upon the leased Premises for any and all unpaid charges which arise under this lease. Lessee hereby consents to and Lessor shall have the power to impound and retain the possession of such goods, personal property and fixtures until all such charges and late fees due under Article XIII have been paid, in full, to the satisfaction of Lessor. In the event such charges remain unpaid thirty (30) days after the termination of the rental period, Lessor shall have the power to sell such property at public auction, and apply the receipts from such auction to all such unpaid charges.

ARTICLE XVIII

Section 18.1. Compliance with All Laws: Lessee agrees to comply with all laws, ordinances, and statutes applicable to the leased Premises, or any part thereof, and the use thereof, and to pay all taxes or charges imposed by law in connection with Lessee's use and occupancy of the said leased Premises.

ARTICLE XIX

Section 19.1. Contact Persons: For purposes of coordinating inspections and other matters set forth under this Lease the parties designate the following contact persons:

- A. Lessor: City Administrator
160 Duke of Gloucester Street
Annapolis, MD 21401
Daytime Phone No. 410-263-7997
- B. Lessee: Ocean Race Chesapeake, Inc.
World Trade Center
Baltimore, Maryland 21202

ARTICLE XX

Section 20.1. Local Vendors: Lessee shall use its best efforts to contract with Annapolis vendors in all matters related to the festivities.

ARTICLE XXI

Section 21.1 General Powers: Nothing herein shall be construed to preclude the City from exercising its general public safety powers as it deems appropriate to protect the public safety, interest and welfare.

ARTICLE XXII

Section 22.1 Authority: This Lease Agreement is authorized by Ordinance O-7-01.

VOLVO VILLAGE ENTERTAINMENT

DATE	EXHIBITS	FOOD/BEER	ENTERTAINMENT
Thur. (4/25/02)	10:00 am - 7:00 pm	Noon - 6:00 pm	4:00 pm - 6:00 pm
Fri. (4/26/02)	10:00 am - 7:00 pm	Noon - 5:00 pm	Noon - 6:00 pm
Sat. (4/27/02)	10:00 am - 7:00 pm	10:00 am - 6:45 pm	Noon - 8:15 pm
Sun. (4/28/02)	9:00 am - 5:00 pm	9:00 am - 4:00 pm (Food Only)	11:00 am - 1:00 pm

NOTE: Additionally, a coffee vendor will operate inside the Volvo Village as follows:

(4/25/02) -- 10:00 am - 6:00 p.m.
(4/26/02) -- 10:00 am - 5:00 p.m.
(4/27/02) -- 10:00 am - 7:00 p.m.
(4/28/02) -- 9:00 am - 4:00 p.m.”

Seconded. CARRIED on voice vote.

The Economic Matters Committee reported favorably on O-7-01 Revised with amendments.

C Alderman Fox moved to amend O-7-01 Revised as follows:

No. 1

On Page 2, line 10

strike “April 21, 2002”;

add “April 24, 2002”,

No. 2

On Page 2, line 19

strike “nine (9) days”;

add “six (6) days for the Volvo Ocean Race Village, the Container Area and the Parking lots, eight (8) days for the Rec Center, and the Info Office from the date of the Agreement to April 29, 2002.”,

No. 3

On Page 4, line 4

strike “April 21, 2002”;

add “April 24, 2002”,

No. 4

On Page 4, line 5

strike "April 21, 2002";

add "April 24, 2002",

No. 5

On Page 4, line 7

strike "April 21, 2002";

add "April 24, 2002",

No. 6

On Page 4, line 12

strike "April 21, 2002";

add "April 22, 2002",

No. 7

On Page 4, line 21

strike "Provided it shall first obtain all necessary licenses from the Alcoholic Beverage Control Board (ABCB), Lessee may sell beer, wine and/or liquor in the Volvo Village for consumption in the Village Food Court as restricted by the ABCB and as shown on Exhibit B hereto. The City does not hereby make any representations with respect to Lessee's ability to obtain a license to sell beer, wine and/or liquor. In addition to such other limitation that may be imposed by the ABCB, the following limitations and requirements shall be the sole responsibility of Lessee:

A. Beer, wine and liquor sales and consumption area shall be enclosed in the Food Court by fences so as to restrict beer, wine and liquor sales and consumption to the enclosed area.

B. There shall be no beer, wine or liquor consumption or other open containers of alcoholic beverages outside of such area."

add "Liquor, wine and beer sales are prohibited, as establishments licensed by the City of Annapolis that sell these products surround the premises.",

No. 8

On Page 5, line 12

strike "April 21, 2002";

add "April 22, 2002".

Seconded. CARRIED on voice.

C Alderman McMillan moved to amend O-7-01 Revised as follows:

ARTICLE II

Section 2.1. Food & Alcoholic Beverage Sales: Food and Alcoholic Beverage sales shall be prohibited on the leased premises during the term of the lease.

Seconded. CARRIED on voice vote.

The main motion as amended CARRIED on voice vote.

Alderman Hammond moved to adopt O-7-01 Revised Amended on third reading. Seconded. CARRIED on voice vote.

RESOLUTIONS

R-20-01 For the purpose of declaring an emergency to allow the election board to designate new polling places after the deadline established in City Code § 4.08.110; and all matters relating to said emergency.

Alderman Hammond moved to adopt R-20-01 on first reading. Seconded. CARRIED on voice vote.

Alderman Sachs moved to suspend the rules to allow passage of the resolution at the meeting of its introduction. Seconded. CARRIED on voice vote.

Alderman Sachs moved to adopt R-20-00 on second reading. Seconded. CARRIED on voice vote.

Upon motion duly made, seconded and adopted, the meeting was adjourned at 7:21 p.m.

Deborah Heinbuch, CMC/AAE
City Clerk